



**TITLE:** Right of Entry and License Fees for Railroad Utility Crossings  
**DATE:** 9/7/2016

**PROJECT:** Construction Package No. 1  
**CONTRACT NO:** HSR 13-06

**CONTRACTOR:** Attn: Ghassan Ariqat  
Tutor Perini/Zachry/Parsons, a Joint Venture  
1401 Fulton Street  
Suite 400  
Fresno, CA 93721

**DESCRIPTION OF CHANGE:**

This Change Order compensates the Contractor for costs incurred as a result of paying fees to San Joaquin Valley Railroad (SJVR), Burlington Northern Santa Fe Railway (BNSF), and Union Pacific Railroad (UPRR). These include utility crossing fees, right of entry fees, permit application and processing fees, and temporary occupancy permit fees.

**EXTRA WORK AT TIME & MATERIALS:**

This work shall be performed as "Time and Materials" and be in accordance with HSR 13-06 Book 2, Section 17.9, "Time and Materials Change Orders." The Contractor shall be paid against the pay item budget of \$860,000 established by this change order.

The Contractor shall notify the Authority when 75% of the allocated amount (\$845,000) has been expended and shall provide a detailed estimate depicting the dollar required to complete the remaining work.

**TIME ADJUSTMENT:**

Any delay due to this change order, if any and if determined to be a controlling operation, shall be evaluated under a separate change order in accordance with Section 23.4, "Equitable Adjustments - Limitation on Delay and Disruption Damages," of the General Provisions.

PCO	Payment Item	Description	Quantity	Unit	Unit Price	Est. Amount	Time Adj. Days
0223R1	00001	Right of Entry and License Fees for Rail Road Utility Crossings	1.0	T&M	\$860,000.00	\$860,000.00	0
Total:					\$860,000.00		0

Contractor	California High Speed Rail Authority		
Accepted by	Submitted by	Recommended by	Approved by

**TITLE:** Right of Entry and License Fees for  
Railroad Utility Crossings**DATE:** 9/7/2016**PROJECT:** Construction Package No. 1**CONTRACT NO:** HSR 13-06**Release of Claims**

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

**Contractor's Sworn Certification**

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Fresno, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.


The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.



**Subcontractor's Sworn Certification(s):**

Attached as \_\_\_\_\_ [Indicate "none" if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order in the form above.

**Tutor Perini/Zachry/Parsons, a Joint Venture**

Accepted by Signature		Date
	Ghassan Ariqat - Interim Project Manager/Director	9/15/16

**California High-Speed Rail Authority**

Submitted by Signature		Date
	John C. Lee - D-B Oversight Manager	9-23-16
Approval by Signature		Date
	Hugo Mejia - Design & Construction Manager	9/26/16